

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**Modellbahn Ott Hobbies, Inc., d/b/a/ Supreme
Hobbies,**

Plaintiffs

v.

Velcro USA, Inc., et al.,

Defendants.

Civil Case No. 1:20-cv-03526-LLS

**VELCRO USA, INC.’S
ANSWER AND AFFIRMATIVE DEFENSES**

Defendant Velcro USA, Inc. (“Velcro”) hereby answers and asserts affirmative defenses to the Amended Complaint of Medellbahn OTT Hobbies, Inc. d/b/a/ Supreme Hobbies (“Plaintiff” or “Supreme Hobbies”) as set forth below.

I. INTRODUCTION

To the extent that this paragraph characterizes and summarizes Plaintiff’s claims against all defendants, no answer is required. To the extent this paragraph asserts allegations of fact, Velcro does not have knowledge or information sufficient to admit or deny such allegations except they are denied as to Velcro..

II. THE PARTIES

1. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

2. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

3. Admitted.

4. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

5. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

6. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

7. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

8. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

III. JURISDICTION AND VENUE

9. This paragraph asserts conclusions of law to which no answer is required. To the extent this paragraph asserts allegations of fact, Velcro does not have knowledge or information sufficient to admit or deny such allegations.

10. This paragraph asserts conclusions of law to which no answer is required. To the extent this paragraph asserts allegations of fact, such allegations are denied.

11. This paragraph asserts conclusions of law to which no answer is required. To the extent this paragraph asserts allegations of fact, such allegations are denied.

12. This paragraph asserts conclusions of law to which no answer is required. To the extent this paragraph asserts allegations of fact, Velcro does not have knowledge or information sufficient to admit or deny such allegations.

IV. BACKGROUND FACTS

13. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

14. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

15. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except that it admits Plaintiff sold goods on Amazon's website.

16. Admitted.

17. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

18. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except that it admits that Notions Marketing is an authorized distributor of Velcro products.

19. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

20. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

21. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

22. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

23. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

24. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

25. Denied.

26. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

27. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph, except Velcro denies that Amazon terminated its contract with the Plaintiff as a result of any allegedly false counterfeit complaint published by Velcro.

28. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except Velcro admits that Plaintiff contacted Velcro about a complaint that had impacted Plaintiff.

29. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

30. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

V. ALLGED HARM TO SUPREME HOBBIES

31. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

32. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

33. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except Velcro admits that at some point it became aware that Plaintiff had a contract with Amazon.

34. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except Velcro admits that sometimes Amazon terminates its contracts with retailers as a result of alleged counterfeit sales.

35. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

36. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

VI. DAMAGES

COUNT I: TORTIOUS INTERFERENCE WITH CONTRATUAL AND/OR BUSINESS RELATIONSHIP

37. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except Velcro admits that Plaintiff sold products on Amazon's website.

38. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except Velcro admits that at some point it became aware that Plaintiff had a contract with Amazon.

39. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

40. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

41. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

42. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

43. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

COUNT II: DEFAMATION

44. Velcro incorporates its responses to paragraphs 1-43 of the Amended Complaint as if fully stated herein.

45. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

46. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

47. This paragraph asserts conclusions of law to which no answer is required.

48. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

49. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

50. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

51. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

52. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

53. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

54. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

55. This paragraph asserts conclusions of law to which no answer is required. To the extent this paragraph asserts allegations of fact, they are denied as to Velcro.

COUNT III: DEFAMATION PER SE

56. Velcro incorporates its responses to paragraphs 1-43 of the Amended Complaint as if fully stated herein.

57. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

58. This paragraph asserts a legal conclusion, refers to a statute that speaks for itself, and no further answer is required.

59. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

60. This paragraph asserts a legal conclusion to which no answer is required.

61. This paragraph asserts a legal conclusion to which no answer is required. To the extent this paragraph asserts allegations of fact, Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

62. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

63. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

64. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

65. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

66. This paragraph asserts conclusions of law to which no answer is required. To the extent this paragraph asserts allegations of fact, Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

67. This paragraph asserts conclusions of law to which no answer is required. To the extent this paragraph asserts allegations of fact, Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except they are denied as to Velcro.

68. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

69. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

70. Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph.

71. This paragraph asserts conclusions of law to which no answer is required. To the extent this paragraph asserts allegations of fact, Velcro does not have knowledge or information sufficient to admit or deny the allegations in this paragraph except denied as to Velcro.

AFFIRMATIVE DEFENSES

1. The claims against Velcro are wholly insubstantial, frivolous and asserted in bad faith.
2. The claims against Velcro are barred because Velcro did not publish any false statement of fact about Plaintiff.
3. The claims against Velcro are barred because Velcro's conduct did not harm Plaintiff.
4. The tortious interference claim against Velcro is barred because Velcro had no intent to interfere with Plaintiff's contract with Amazon.
5. The tortious interference claim against Velcro is barred because Velcro's conduct did not cause any disruption to Plaintiff's contract with Amazon.
6. The tortious interference claim against Velcro is barred because Velcro did not intent to curtail, affect, or interrupt the working relationship of trust that may have existed between Plaintiff and Amazon.
7. The tortious interference claim against Velcro is barred because Velcro had no reason to think that its actions might cause Amazon to terminate its contract with Plaintiff.
8. The tortious interference claim against Velcro is barred because Velcro's conduct did not cause Plaintiff to suffer damages.
9. The defamation claim against Velcro is barred because Velcro did not publish false statements about Plaintiff.
10. The defamation claim against Velcro is barred because Velcro did not act with malice or reckless disregard for the truth of any statements made to Amazon.

11. The defamation *per se* claim against Velcro is barred because Velcro did not make any statements accusing Plaintiff of a crime.

12. The defamation *per se* claim against Velcro is barred because Amazon did not terminate its contract with Plaintiff as a result of anything Velcro said about Plaintiff.

13. The defamation *per se* claim against Velcro is barred because Velcro did not act with malice or reckless disregard for the truth with respect to any statements made to Amazon.

WHEREFORE, Defendant Velcro USA, Inc. prays that this Court:

- a. Enter a judgment in its favor on all Counts of the Amended Complaint;
- b. Award Velcro USA, Inc. all costs, expenses and attorneys' fees that have been or will be expended on its behalf in connection with this matter; and
- c. Award Velcro USA, Inc. such other and further relief that justice so requires.

JURY DEMAND

VELCRO USA, INC. HEREBY DEMANDS A TRIAL BY JURY
ON ALL CLAIMS SO TRIABLE

Respectfully submitted,

VELCRO USA, INC.
By its attorneys,

/s/ Sara Decatur Judge
Sara Decatur Judge (SD2413)
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Boston, MA 02110
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Dated: January 12, 2021